### TRANSPORTATION COMMITTEE

### **AGENDA**

### MARCH 31, 2004

- A. ADOPTION OF AGENDA
- B. APPROVAL OF MINUTES
- C. <u>BRIEF ON SUPPORTING RECIPROCAL FARE TRANSFER BETWEEN</u>
  MARTA AND GRTA MARTA

### CONSENT

### D. ORDINANCES FOR FIRST READING

- O4-O-0608 (1) An Ordinance by Transportation Committee granting to Georgia Power Company two easements across real property owned by the City of Atlanta in Land Lot 11 and 22 of the 13th District of Clayton County, to provide for permanent relocation of high power voltage transmission lines serving two substations, Delta 2 Substation and the Hartsfield-Jackson Substation, in the area of the Maynard Holbrook Jackson, Jr., International Terminal Project at Hartsfield-Jackson Atlanta International Airport; authorizing the Mayor or her designee to execute appropriated instruments to evidence the granting of such easements; and for other purposes.
- O4-O-0610 (2) An Ordinance by Transportation Committee amending the 2004 (Airport Renewal & Extension Fund) Budget by transferring to and from appropriations the amount of \$2,500,000.00 for the purposes of executing Amendment No. 1 to the Lease Agreement for the Aircraft Maintenance Hanger Facility with Airtran Airways, Inc. and providing the additional needed funding for the completion of the Aircraft Maintenance Hanger Facility on Tract 6A at Hartsfield-Jackson Airport International Airport; and for other purposes.

### Transportation Committee Agenda March 31, 2004 Page Two

### D. ORDINANCES FOR FIRST READING (CONT'D)

O4-O-0611 (3) An Ordinance by Transportation Committee granting to Georgia Power Company an easement across real property owned by the City of Atlanta in Land Lot 11 of the 13<sup>th</sup> District of Clayton County, to provide for permanent access to the Delta 2 Power Substation which serves the Delta Air Lines Technical Operations Center in the area of the Maynard Holbrook Jackson, Jr., International Terminal Project at Hartsfield-Jackson Atlanta International Airport; authorizing the Mayor or her designee to execute appropriated instruments to evidence the granting of such easements; and for other purposes.

### REGULAR

### **E RESOLUTIONS**

- O4-R-0544 (1) A Resolution by Transportation Committee authorizing the Mayor or her designee to execute an appropriate contractual agreement, with Eagle Group International, Inc., on behalf of the Department of Aviation for FC-7593-03, Customer Service at Hartsfield-Jackson International Airport, in an amount not to exceed \$1,999,982.87. Eagle Group International will provide and manage seventy-six (76) Customer Service Representatives ("CSRs"), who will assist the traveling public as needed, by providing information about the Airport's amenities, facilities and other related services. This amount will be charged from Fund, Account and Center Number: 2H21 523001 R11006.
- O4-R-0609 (2) Resolution by Transportation Committee authorizing the Mayor or her designee to execute an Airport Use License Agreement with Atlantic Coast Airlines d/b/a Independence Air, covering the use of runways, taxiways and other common airfield facilities at Hartsfield-Jackson Atlanta International Airport; and for other purposes.
- O4-R-0612 (3) Resolution by Transportation Committee authorizing the Mayor or her designee to execute an Airport Use License Agreement with Air Transport International L.L.C., covering the use of runways, taxiways and other common airfield facilities at Hartsfield-Jackson Atlanta International Airport; and for other purposes.

### Transportation Committee Agenda March 31, 2004 Page Three

### F. AVIATION PAPERS HELD IN COMMITTEE

- O3-R-1349 (1) A Resolution by Clair Muller authorizing the Mayor or her designee to renegotiate the operating agreement or investigate alternative management arrangements for the parcels of land located in Dawson and Paulding Counties, owned by the City of Atlanta, to reflect land uses and management practices that will ensure the conservation and preservations of natural resources and wildlife habitat, as a part of the Greenspace Program of the City of Atlanta; and for other purposes. (Held 8/27/03)
- O3-R-1384 (2) A **Substitute** Resolution by Transportation Committee authorizing the Mayor to execute an agreement between the City of Atlanta and Avis Rent-A-Car System, Inc., for Car Rental Services at Hartsfield-Jackson Atlanta International Airport, which shall be for a term of five (5) years; and for other purposes. **(Substituted and held 1/14/04)**
- O3-R-1385 (3) A **Substitute** Resolution by Transportation Committee authorizing the Mayor to execute an agreement between the City of Atlanta and ANC Corporation, for Car Rental Services at Hartsfield-Jackson Atlanta International Airport, which shall be for a term of five (5) years; and for other purposes. **(Substituted and held 1/14/04)**
- O3-R-1386 (4) A **Substitute** Resolution by Transportation Committee authorizing the Mayor to execute an agreement between the City of Atlanta and Courtesy Rental, Inc., D/B/A Thrifty Car Rental, for Car Rental Services at Hartsfield-Jackson Atlanta International Airport, which shall be for a term of five (5) years; and for other purposes. **(Substituted and held 1/14/04)**
- O3-R-1387 (5) A **Substitute** Resolution by Transportation Committee authorizing the Mayor to execute an agreement between the City of Atlanta and the Hertz Corporation, for Car Rental Services at Hartsfield-Jackson Atlanta International Airport, which shall be for a term of five (5) years; and for other purposes. **(Substituted and held 1/14/04)**

### Transportation Committee Agenda March 31, 2004 Page Four

### F. AVIATION PAPERS HELD IN COMMITTEE (CONT'D)

- O3-R-1388 (6) A **Substitute** Resolution by Transportation Committee authorizing the Mayor to execute an agreement between the City of Atlanta and Dollar Systems, Inc., for Car Rental Services at Hartsfield-Jackson Atlanta International Airport, which shall be for a term of five (5) years; and for other purposes. **(Substituted and held 1/14/04)**
- O3-R-1389 (7) A **Substitute** Resolution by Transportation Committee authorizing the Mayor to execute an agreement between the City of Atlanta and Betterway Rent-A-Car, Inc., D/B/A Budget Rent-A-Car of Atlanta, for Car Rental Services at Hartsfield-Jackson Atlanta International Airport, which shall be for a term of five (5) years; and for other purposes. **(Substituted and held 1/14/04)**

### TRAFFIC AND TRANSPORTATION PAPERS HELD IN COMMITTEE

- O3-R-1348 (8) A Resolution by Councilmember Clair Muller requesting the Mayor or her designee to design and install diagonal crosswalks and properly redesign and reconfigure all necessary traffic signals at the intersection of Trinity Avenue and Central Avenue, Central Avenue and Mitchell Street, Mitchell Street and Washington Street and Washington Street and Trinity Avenue; and for other purposes. (Held 8/27/03)
- O3-O-1833 (9) An Ordinance by Councilmembers Anne Fauver, H. Lamar Willis and Natalyn Archibong as substituted by Transportation Committee to place a moratorium on the Residential Permit Parking Program for a period not to exceed ninety (90) days and to authorize the Mayor or her designee to complete a study of and provide an opportunity for public comment on the Program; to allow for the adoption of an amendment to the Program to implement the recommendations, if appropriate; and for other purposes. (Substituted and held 10/29/03)

Transportation Committee Agenda March 31, 2004 Page Five

# F. TRAFFIC AND TRANSPORTATION PAPERS HELD IN COMMITTEE (CONT'D)

04-O-0043 (10) An Ordinance by Councilmember Ivory Lee Young, Jr. authorizing the Mayor of the City of Atlanta or her designee to create a Residential Permit Parking Only Area along Bonair Street in the City of Atlanta; and for other purposes. (Held 1/14/04)

### PAPERS HELD IN COMMITTEE

- A Resolution by Finance/ Executive Committee authorizing 03-R-0616 (11) the Mayor to execute a Quitclaim Deed conveying parcels located in Land Lots 77 and 78 of the 14th District of Fulton County, Georgia, to the State of Georgia, Department of Transportation for demolition and site clearance for the construction of the Downtown Atlanta Multi Modal Passenger Terminal Facility, in addition to consenting to entry into and construction over any interest the City of Atlanta might have over property described later in this resolution, as well as authorizing the Mayor to execute a joint Quitclaim Deed with the Fulton County Recreation Authority for parcels located in Land Lots 77 and 78 of the 14th District of Fulton County, Georgia for the same purposes. (Favorable for other purpose; and Committee) (Referred Finance/Executive to Transportation Committee by Council 5/5/03) (Held 5/13/03)
- O4-O-0315 (12) An Ordinance by Councilmember H. Lamar. Willis **as amended by Transportation Committee** requiring Council approval for transportation project endorsements and funding requests for transportation projects made on behalf of the City of Atlanta. **(Held 2/25/04)**
- 04-R-0452 (13) An **Amended** Resolution by Transportation Committee supporting reciprocal fare transfer between the Metropolitan Atlanta Rapid Transit Authority (MARTA) and the Georgia Regional Transportation Authority (GRTA) provided such agreement further requires that the State of Georgia provide financial support for MARTA. **(Held 3/10/04)**

### G. ITEM NOT ON THE AGENDA

### H. ADJOURNMENT

### BY TRANSPORTATION COMMITTEE

AN ORDINANCE GRANTING TO GEORGIA POWER COMPANY TWO EASEMENTS ACROSS REAL PROPERTY OWNED BY THE CITY OF ATLANTA IN LAND LOT 11 AND 22 OF THE 13<sup>TH</sup> DISTRICT OF CLAYTON COUNTY, TO PROVIDE FOR PERMANENT RELOCATION OF HIGH POWER VOLTAGE TRANSMISSION LINES SERVING TWO SUBSTATIONS, DELTA 2 SUBSTATION AND THE HARTSFIELD-JACKSON SUBSTATION, IN THE AREA OF THE MAYNARD HOLBROOK JACKSON JR., INTERNATIONAL TERMINAL PROJECT AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE APPROPRIATE INSTRUMENTS TO EVIDENCE THE GRANTING OF SUCH EASEMENTS; AND FOR OTHER PURPOSES.

**WHEREAS,** the City of Atlanta (the "City"), as owner and operator of the Hartsfield-Jackson Atlanta International Airport (the "Airport"), has undertaken a major airport expansion to accommodate the increasing air traffic at the airport, including the construction of the Maynard Holbrook Jackson Jr. International Terminal; and

**WHEREAS,** in connection therewith, the City entered into a Reimbursable Agreement with Georgia Power Company, November 20, 2003, for the relocation of the Hartsfield Substation and the Delta Substation, which serve the Hartsfield-Jackson Atlanta International Airport; and

**WHEREAS**, in connection therewith, this action is necessary for the City to meet its commitment to Georgia Power Company wherein the City agreed to grant two Easements which will enable Georgia Power Company to permanently relocate and maintain high voltage transmission lines to both the Delta 2 Substation and the Hartsfield-Jackson Substation, as set forth in said Agreement, and as hereinafter set forth.

## NOW, THEREFORE BE IT ORDAINED BY THE CITY OF ATLANTA, GEORGIA, as follows:

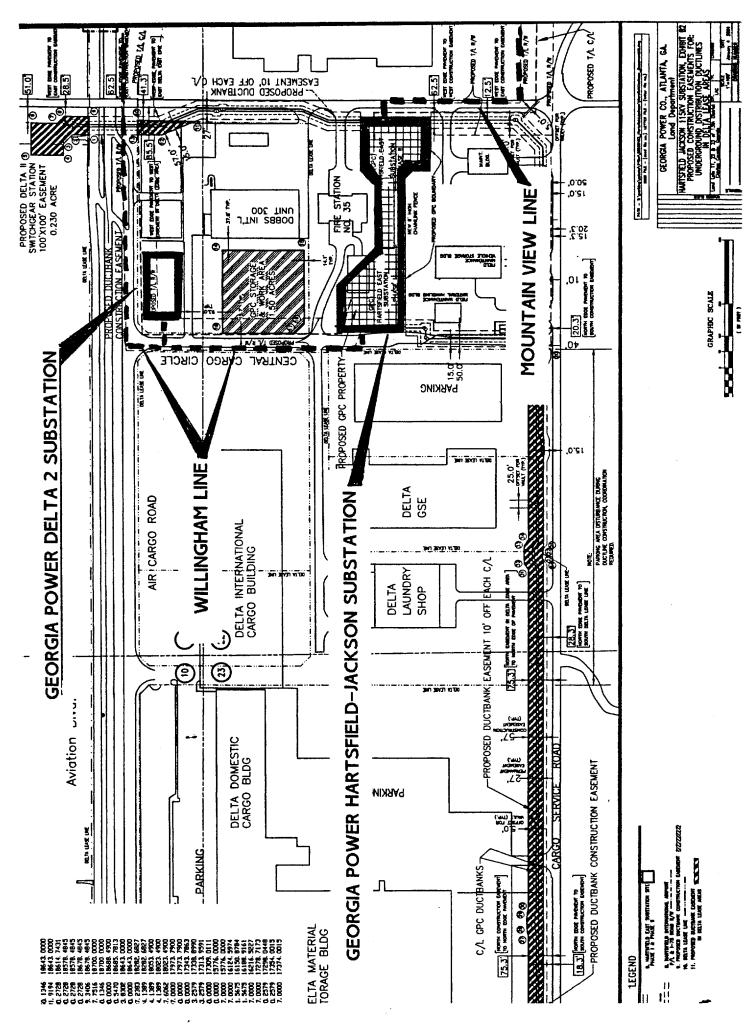
<u>Section 1</u>. That two permanent Easements be and hereby are granted to Georgia Power Company with the right and privilege to go in, upon, across, and under that tract of land owned by the City of Atlanta in Land Lot 11 and 22 of the 13<sup>th</sup> District of Clayton County, Georgia, as shown on Exhibit A attached hereto and made a part thereof by reference, for the purpose of permanently relocating and maintaining high voltage transmission lines that run across the Maynard Holbrook Jackson Jr. International Terminal area at Hartsfield-Jackson Atlanta International Airport.

<u>Section 2</u>. That the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta, an appropriate instrument to evidence the granting of above said Easements on behalf of the City of Atlanta.

<u>Section 3</u>. That the City Attorney be and hereby is directed to prepare an appropriate instrument to evidence such Easements, for execution by the Mayor.

<u>Section 4</u>. That the said Easements shall not become binding upon the City, and the City shall incur no obligation or liability thereunder until the instrument evidencing same, has been signed by the Mayor and delivered to the Georgia Power Company.

 $\underline{\text{Section 5.}}$  That all ordinances or parts of ordinances in conflict herewith be, and the same hereby are repealed.



General Manager's Signature: Mts.
From: Originating Department: Aviation Committee of Purview: Transportation Committee Meeting: 03/31/04 Council Meeting: 04/19/04
CAPTION:
AN ORDINANCE GRANTING TO GEORGIA POWER COMPANY TWO EASEMENTS ACROSS REAL PROPERTY OWNED BY THE CITY OF ATLANTA IN LAND LOT 11 AND 22 OF THE 13 <sup>TH</sup> DISTRICT OF CLAYTON COUNTY, TO PROVIDE FOR PERMANENT RELOCATION OF HIGH POWER VOLTAGE TRANSMISSION LINES SERVING TWO SUBSTATIONS, DELTA 2 SUBSTATION AND THE HARTSFIELD-JACKSON SUBSTATION, IN THE AREA OF THE MAYNARD HOLBROOK JACKSON JR., INTERNATIONAL TERMINAL PROJECT AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE APPROPRIATE INSTRUMENTS TO EVIDENCE THE GRANTING OF SUCH EASEMENTS; AND FOR OTHER PURPOSES.
<b>BACKGROUND/DISCUSSION:</b> Georgia Power is responsible for the construction of overhead transmission lines that support both the Delta 2 Substation and the Hartsfield-Jackson Substation. Easements for the new Delta 2 Substation and the Hartsfield-Jackson Substation are necessary so that Georgia Power can construct, operate and maintain the facilities and other infrastructure created pursuant to the project.
<b>FINANCIAL IMPACT:</b> N/A <b>SOURCE</b> : N/A Fund Account Center numbers and availability of funds verified by Financial Analyst, <u>Tracy Curry</u> .
Mayor's Staff Only:
Received by Mayor's Office: 3.17.0 (Date) Reviewed (Initials) (Date)
Action by Committee: Approved Adversed Held

\_\_\_\_\_Amended \_\_\_\_\_Substituted \_\_\_\_\_Referred \_\_\_\_\_Other

an ordinance 04-*O* -0610

### BY TRANSPORTATION COMMITTEE

AN ORDINANCE AMENDING THE 2004 (AIRPORT RENEWAL & EXTENSION FUND) BUDGET BY TRANSFERRING TO AND FROM APPROPRIATIONS THE AMOUNT OF \$2,500,000.00 FOR THE PURPOSES OF EXECUTING AMENDMENT NO. 1 TO THE LEASE AGREEMENT FOR THE AIRCRAFT MAINTENANCE HANGAR FACILITY WITH AIRTRAN AIRWAYS, INC. AND PROVIDING THE ADDITIONAL NEEDED FUNDING FOR THE COMPLETION OF THE AIRCRAFT MAINTENANCE HANGAR FACILITY ON TRACT 6A AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, AND FOR OTHER PURPOSES.

WHEREAS, the City and AirTran Airways, Inc., ("AirTran") are parties to a Lease Agreement for Aircraft Maintenance Hanger Facility at Hartsfield-Jackson Atlanta International Airport – Tract 6A ("Lease Agreement"), dated January 31, 2003, covering the construction, establishment and occupancy of an Aircraft Maintenance Hangar Facility, as authorized by Resolution No. 02-R-1493 adopted September 3, 2002, and approved on September 11, 2002, which among other things, provides for construction reimbursement by the City to AirTran in an amount not to exceed \$14.5 million; and

**WHEREAS**, costs associated with the design and construction of the Aircraft Maintenance Hangar Facility exceeds the approved maximum amount to be reimbursed by \$2.5 million; and

**WHEREAS,** it is now necessary to amend the 2004 (Airport Renewal & Extension Fund) Budget to appropriate funds to fund Amendment No. 1 of the Airport Lease Agreement with AirTran Airways, Inc. for an Aircraft Maintenance Hanger Facility Project.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

**Section 1:** That the 2004 (Airport Renewal & Extension Fund) Budget be and hereby is amended as follows:

### TRANSFER FROM APPROPRIATIONS

2H21 791001 T11001

Reserve for Appropriations

\$2,500,000.00

### TRANSFER TO APPROPRIATIONS

2H21 774001 R21E05079999 Facilit

Facilities Other Than Bldgs.

\$2,500,000.00

**Section 2:** That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

To Mayor's Office: Greg Pridgeon
General Manager's Signature:  From: Originating Dep't Aviation Committee of Purview: TC Committee Meeting: 03/31/04  Committee Meeting: 03/31/04  Committee Meeting: 03/31/04  Committee Meeting: 03/31/04
CAPTION:
AN ORDINANCE AMENDING THE 2004 (AIRPORT RENEWAL & EXTENSION FUND) BUDGET BY TRANSFERRING TO AND FROM APPROPRIATIONS THE AMOUNT OF \$2,500,000.00 FOR THE PURPOSES OF EXECUTING AMENDMENT NO. 1 TO THE LEASE AGREEMENT FOR THE AIRCRAFT MAINTENANCE HANGAR FACILITY WITH AIRTRAN AIRWAYS, INC. AND PROVIDING THE ADDITIONAL NEEDED FUNDING FOR THE COMPLETION OF THE AIRCRAFT MAINTENANCE HANGAR FACILITY ON TRACT 6A AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, AND FOR OTHER PURPOSES.
BACKGROUND/DISCUSSION: This paper authorizes a transfer of funds in the amount of \$2,500,000 from the 2004 Airport Renewal & Extension Fund Budget's reserve account. The Department of Aviation previously entered into an agreement wherein the City financed the construction of an Aircraft Maintenance Hanger Facility for AirTran Airways at \$14,500,000. The project is now in need of an amendment valued at \$2,500,000. The Department of Aviation is transferring funds from its reserve to finance the \$2,500,000.
FINANCIAL IMPACT: \$2,500,000.00 SOURCE: Airport Renewal & Extension Fund
Fund Account Center numbers and availability of funds verified by Financial Analyst, Tracy Curry.
Mayor's Staff Only:
Received by Mayor's Office: 3.17.046 Reviewed: (Initials) (Date)
Submitted to Council:

Action by Committee: \_\_\_\_ Approved \_\_\_\_ Adversed \_\_\_\_ Held \_\_\_ Amended \_\_\_\_ Substituted \_\_\_\_ Referred \_\_\_\_ Other

### BY TRANSPORTATION COMMITTEE

AN ORDINANCE GRANTING TO GEORGIA POWER COMPANY AN EASEMENT ACROSS REAL PROPERTY OWNED BY THE CITY OF ATLANTA IN LAND LOT 11 OF THE 13<sup>TH</sup> DISTRICT OF CLAYTON COUNTY, TO PROVIDE FOR PERMANENT ACCESS TO THE DELTA 2 POWER SUBSTATION WHICH SERVES THE DELTA AIR LINES TECHNICAL OPERATIONS CENTER, IN THE AREA OF THE MAYNARD HOLBROOK JACKSON JR., INTERNATIONAL TERMINAL PROJECT AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE APPROPRIATE INSTRUMENTS TO EVIDENCE THE GRANTING OF SUCH EASEMENT; AND FOR OTHER PURPOSES.

**WHEREAS,** the City of Atlanta (the "City"), as owner and operator of the Hartsfield-Jackson Atlanta International Airport (the "Airport"), has undertaken a major airport expansion to accommodate the increasing air traffic at the airport, including the construction of the Maynard Holbrook Jackson Jr. International Terminal; and

**WHEREAS**, in connection therewith, the City entered into a Reimbursable Agreement with Georgia Power Company, November 20, 2003, for the relocation of the Delta Substation, which serves the Delta Airlines Technical Operations Center; and

**WHEREAS**, in connection therewith, this action is necessary so that Georgia Power can construct, operate, and maintain the facilities and other infrastructure created pursuant to the Project, including, but not limited to, its transmission, distribution, fiber optic lines, and substation, as set forth in said Agreement, and as hereinafter set forth.

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF ATLANTA, GEORGIA, as follows:

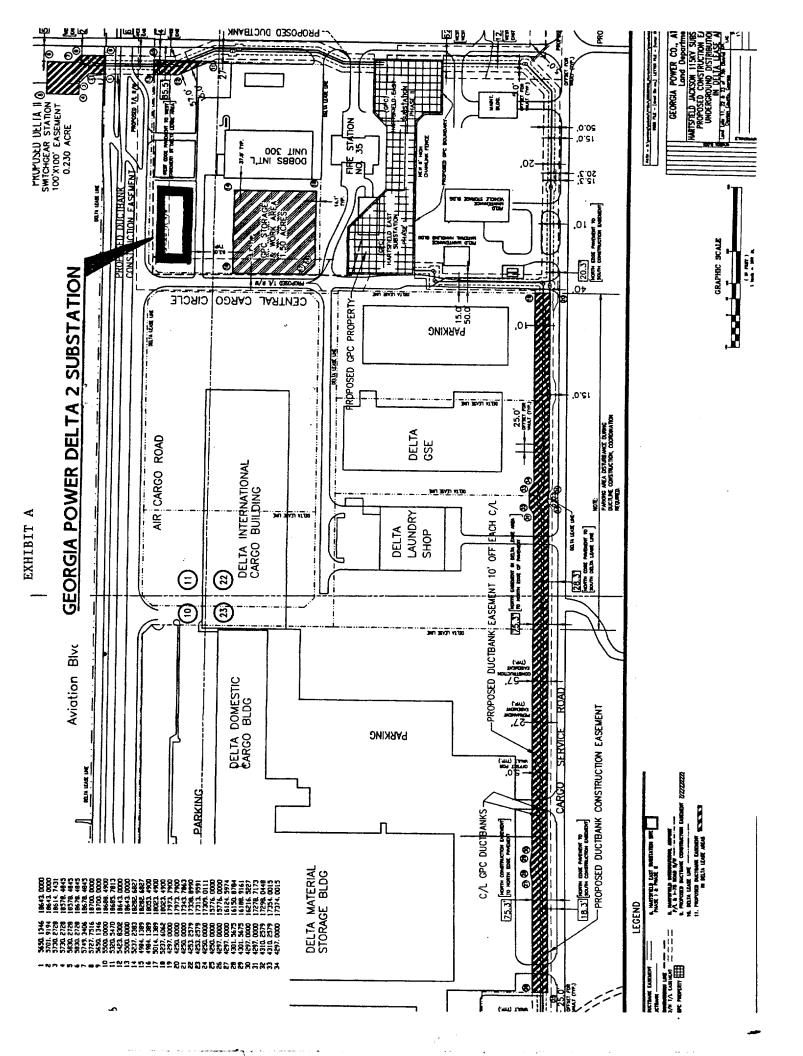
<u>Section 1</u>. That a permanent Easement be and hereby is granted to Georgia Power Company with the right and privilege to go in, upon, across, and under that tract of land owned by the City of Atlanta in Land Lot 11 of the 13<sup>th</sup> District of Clayton County, Georgia, as shown on Exhibit A attached hereto and made a part thereof by reference, for the purpose of constructing and maintaining the Delta 2 Power Substation.

<u>Section 2</u>. That the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta, an appropriate instrument to evidence the granting of above said Easements on behalf of the City of Atlanta.

<u>Section 3</u>. That the City Attorney be and hereby is directed to prepare an appropriate instrument to evidence such Easement, for execution by the Mayor.

<u>Section 4</u>. That the said Easement shall not become binding upon the City, and the City shall incur no obligation or liability thereunder until the instrument evidencing same, has been signed by the Mayor and delivered to the Georgia Power Company.

<u>Section 5.</u> That all ordinances or parts of ordinances in conflict herewith be, and the same hereby are repealed.



To Mayor's Office: Greg Pridgeon
The Hold
General Manager's Signature:
From: Originating Department: <u>Aviation</u> Committee Of Purview: <u>Transportation</u> Committee Deadline: <u>03/23/04</u>
Committee Meeting: 03/31/04 Council Meeting: 04/19/04
Council Meeting. 04/15/04
CAPTION.
CAPTION:
AN ORDINANCE GRANTING TO GEORGIA POWER COMPANY AN EASEMEN ACROSS REAL PROPERTY OWNED BY THE CITY OF ATLANTA IN LAND LOT 11 OF THE 13 <sup>TH</sup> DISTRICT OF CLAYTON COUNTY, TO PROVIDE FOR PERMANENT ACCESS TO THE DELTA 2 POWER SUBSTATION WHICH SERVES THE DELTA AIR LINES TECHNICAL OPERATIONS CENTER, IN THE AREA OF THE MAYNARD HOLBROOK JACKSON JR., INTERNATIONAL TERMINAL PROJECT AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE APPROPRIATE INSTRUMENTS TO EVIDENCE THE GRANTING OF SUCH EASEMENT; AND FOR OTHER PURPOSES.
BACKGROUND/DISCUSSION: Georgia Power is responsible for the construction and maintenance of he Delta 2 Power Substation. This substation will contain three transformers, distribution bus structure and breakers, which will serve the Delta Air Lines Technical Operations Center. This easement is necessary so that Georgia Power can construct, operate and maintain the facilities and other infrastructure created pursuant to the project.
<b>FINANCIAL IMPACT:</b> N/A <b>SOURCE</b> : N/A Fund Account Center numbers and availability of funds verified by Financial Analyst, <u>Tracy Curry</u> .
Mayor's Staff Only:
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
Received by Mayor's Office: 3.17.64 Reviewed Reviewed
(Date) (Jhittals) (Date)

Action by Committee: \_\_\_\_ Approved \_\_\_\_ Adversed \_\_\_\_ Held

\_\_\_\_\_Amended \_\_\_\_\_ Substituted \_\_\_\_\_ Referred \_\_\_\_\_ Other

### TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN APPROPRIATE CONTRACTUAL AGREEMENT, WITH EAGLE GROUP INTERNATIONAL, INC., ON BEHALF OF THE DEPARTMENT OF AVIATION FOR, FC-7593-03, CUSTOMER SERVICE AT HARTSFIELD-JACKSON INTERNATIONAL AIRPORT, IN AN AMOUNT NOT TO EXCEED \$1,999,982.87. EAGLE GROUP INTERNATIONAL WILL PROVIDE AND MANAGE SEVENTY-SIX (76) CUSTOMER SERVICE REPRESENTATIVES ("CSRs"), WHO WILL ASSIST TRAVELING **PUBLIC** AS NEEDED, BY **PROVIDING** AIRPORT'S **ABOUT** THE AMENITIES. INFORMATION OTHER RELATED SERVICES. FACILITIES. AND AMOUNT WILL BE CHARGED FROM ACCOUNT NUMBER NO: 2H21-523001-R11006.

WHEREAS, the City of Atlanta (the "City") did solicit proposals for FC-7593-03, Customer Service at Hartsfield-Jackson International Airport; and

WHEREAS, after review and evaluation of the proponent's qualifications, and analysis of the technical proposal by City personnel, the Aviation General Manager of the Department of Aviation and the Chief Procurement Officer of the Department of Procurement have recommended that contract FC-7593-03, Customer Service at Hartsfield-Jackson International Airport (RFP), be awarded to the most responsible and responsive proponent, Eagle Group International, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor is hereby authorized to enter into an appropriate contractual agreement with Eagle Group International, Inc., for FC-7593-03, Customer Service at Hartsfield-Jackson Atlanta International Airport on behalf of the Department of Aviation.

**BE IT FURTHER RESOLVED,** that the Chief Procurement Officer is hereby directed to prepare an appropriate Agreement for execution by the Mayor, to be approved by the City Attorney as to form.

**BE IT FURTHER RESOLVED,** that this Agreement shall not become binding on the City and the City shall incur no liability upon same until such Agreement has been executed by the Mayor and delivered to Eagle Group International, Inc.



Shirley Franklin Mayor

Benjamin R. DeCosta **Aviation General Manager** 

DATE:

March 5, 2004

TO:

Adam L. Smith, Chief Procurement Officer

Department of Procurement

FROM:

Benjamin R. DeCosta, General Ma

Department of Aviation

SUBJECT: FC-7593-03 - Customer Service At H-JAIA

Upon successful completion of negotiations for the subject project, we are recommending award to Eagle Group International, Inc. in an amount not to exceed \$1,999,982.87.

The account to be charged is 2H21-523001-R11006.

If additional information is required, please contact our Contract Services Division at 404-209-3170, ext. 131.

### BRD/me/pk

xc:

M. Diaz

E. Kaalund

N. Farrar-Luten

K. Ellis

C. Bell

W. Self

M. Eady -

C. Brome

G. Geeter

File





CITY OF ATLANTA 2003 OCT -2 AM 10: 55

### ATLANTA CITY

SHIRLEY FRANKLIN MAYOR

OFFICE OF CONTRACT COMPLIANCE 55 TRINITY AVENUE SW, SUITE 1700 ATLANTA, GEORGIA 30303 OFFICE (404) 330-6010 FAX (404) 658-7359

### **MEMORANDUM**

To: Adam L. Smith, Chief Procurement Officer

Department of Procurement

From: Hubert Owens, Acting Director

Mayor's Office of Contract Compliance

Date: September 30, 2003

Recommendation for FC-7593-03. Customer Service at Hartsfield International Re:

The Office of Contract Compliance has reviewed twenty (20) proposals for minority and female business enterprise participation. All twenty (20) proponents are eligible under Section2-1449(a)(2)(C). However, only fourteen (14) proponents have been found responsive by the Office of Contract Compliance. For your information, they have committed to utilizing AABEs, FBEs. and HBEs as indicated below:

Airport Terminal Services, Is	nc.	15 pts.	Ashton Staffing	0 pts.
Happy Faces Personnel	AABE	20%	Participation Total	0%
Mega Promotional	AABE	1%	None-Responsive	
A Customer's Point of View	FBE	1%		
Brown Office Systems	FBE	1%		
Schofield Interior	FBE	1%		
IMI Data Search	FBE	1%		
Participation Total		25%		
Bletcher Entreprises Group.	lnc.	<u> 0 pts.</u>	Cole Financial Services, Inc.	15 pts.
Participation Total		0%	New Image Staffing AABE	20%
None-Responsive			Participation Total	20%

Page 2 Adam L. Smith September 30, 2003

Corporate Temps		15 pts.	Concierge Intl.		15 pts.
Aspen Group	AABE	17%	The Fant Group	FBE	27%
Vision Group	FBE	<u>17%</u>	Capstone Mgmt	AABE	22%
<b>Participation Total</b>		34%	Participation Total		49%
The Eagle Group Intl	•	15 pts.	EC London		0 pts.
Choice Business	FBE	18.2%	<b>Participation Total</b>		0%
3T Unlimited	AABE	<u>17.3%</u>	None-Responsive		
Participation Total	٠	35.5%			
ETI, lnc.		15 pts.	Evergreen Aviation G	round	0 pts.
JG Consultants	AABE	17%	Participation Total		0%
AvailStaff	FBE	17%	None-Responsive		
Participation Total		34%			
Flightserv, Inc.		0 pts.	General Aviation Terr	minal	15 pts.
A Customer's Point	<b>AABE</b>	2.1%	ASI Svcs Corp	AABE	17%
All-n-1 Security	FBE	.2%	D. Clark Harris	FBE	17%
Mega Promotional	FBE	.3%	A Customers Point	FBE	.3%
Participation Total		2.6%	<b>Participation Total</b>		34.3%
None-Responsive					
The Guardian Securi	ty & Protec	ctive 0 pts.	Huntleigh	·	0 pts.
<b>Participation Total</b>		0%	A Customer's Point	AABE	3%
None-Responsive			Participation Total None-Responsive		3%
Kelly Services, Inc.		15 pts.	Corestaff		15 pts.
Dover Staffing, Inc.	AABE	17%	Elite Staffing Svcs.	AABE	17%
Vision Group 2000	FBE	17%	A Customer Point	FBE	3.8%
A Customer's Point	AABE	3%	Best Staffing	FBE	13.2%
Participation Total		37%	Participation Total		34%
People Staff, Inc.		15 pts.	Pro Staff		15 pts.
A Customer's Point	FBE	20%	Act One Personnel	FBE	34%
Security Wise	AABE	2.7%	Participation Total		34%
Hi-Tec Associates	HBE	7.3%	-		
Creative Innovations	s AABE	5%			
Participation Total		35%			

Page 3 Adam L. Smith September 30, 2003

PRWT Services, Inc.			15 pts.	Staffing One, Inc.	15 pts.
Resurgens Risk Mgm	t. A	ABE	71%	ARP Southeast Con. AABE	21%
A Customer Point		BE	2%	Participation Total	21%
Participation Total			73%		
Talent Tree			15 pts.		
Dover Staffing	AABE		15%		
A Customer's Point	FBE		2%		
Participation Total			17%		

If you have questions, please contact me at (404) 330-6010.

xc: File

Clarissa Brome, DOP

# PROPOSAL RESULTS

# PROJECT NAME: CUSTOMER SERVICE AT HAIA (RFP)

DATE: JULY 30, 2003

TOTAL # OF PROPONENTS  $\cdot$  2  $\lesssim$ 

PROPONENT'S NAME	PROFONENS O NAME
Staffing One, Inc.	ASHTON STAFFING
Airport Group International	Eagle Group International
General Aviation Terminal	Kelly Services
Talent Tree	Airport Terminal Services
ETI	First Albany Corporation
Durham Companies, Inc.	Huntleigh Corporation
Control Correspond Corviros	Corestaff Services
Flinhtserv Inc.	People Staff, Inc.
Evergreen Aviation Ground (ogistics Enterprises, Inc. )	PRWT Services, Inc.
Pro Staff	Bletcher Enterprise Group, Inc.
Corporate Temps	Concierge Inernational, Inc.
E. C. London & Associates	Cole Financial Services
The Guardian Security	AppleOne

TO: MAYOR'S OFFICE

Chief Procurement Officer's Signature:

ATTN: GREG PRIDGEON

Adam I. Smith

Originating Department: Aviation

Contact Person: Clarissa Brome

Committee(s) of Preview: Transportation

Council Deadline: March 23-24, 2004

Committee Meeting Dates(s): March 8, 2004

Full Council Date: April 19, 2004

### **CAPTION:**

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN APPROPRIATE CONTRACTUAL AGREEMENT, WITH EAGLE GROUP INTERNATIONAL, INC., ON BEHALF OF THE DEPARTMENT OF AVIATION FOR, FC-7593-03, CUSTOMER SERVICE AT HARTSFIELD-JACKSON INTERNATIONAL AIRPORT, IN AN AMOUNT NOT TO EXCEED \$1,999,982.87. EAGLE GROUP INTERNATIONAL WILL PROVIDE AND MANAGE SEVENTY-SIX (76) CUSTOMER SERVICE ("CSRs"), REPRESENTATIVES WHO WILL ASSIST BY **PROVIDING PUBLIC** AS NEEDED, TRAVELING **ABOUT** AIRPORT'S INFORMATION THE AMENITIES. FACILITIES, AND OTHER RELATED SERVICES. AMOUNT WILL BE CHARGED FROM ACCOUNT NO: 2H21-523001-R11006.

### **BACKGROUND**

The City of Atlanta (the "City") solicited proposals from qualified proponents to provide the Department of Aviation with up to seventy-six (76) Customer Service Representatives (CSRs), four (4) Supervisors and six (6) Administrative Assistants. These employees will be required to provide their services 365(6) day a year, including holidays. The program was established for participants to welcome and proactively assist the traveling public in a courteous and friendly manner, and to provide accurate information regarding Airport services, amenities and facilities. The hours of operation are 6:00 A.M. until 11:00 P.M., with adjustments to be made for special events which may create peak demand on any day and during any hour.

FINANCIAL IMPACT (	(if any)			
Mayor's Staff Only				_
********	******	******	*****	**********
Received by Mayor's Offi	ce: <u>3/13/</u>	Review	ved by:	
	(date) '	′	(initials	s) (date)
Submitted to Council:	`/ '			
	(date)			
Action by Committee:	Approved _	Advertised	Held	Amended

Referred

Substitute

Other

# DEPARTMENT OF PROCUREMENT LEGISLATIVE SUMMARY

TO: TRANSPORTATION COMMITTEE

### **CAPTION:**

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN APPROPRIATE CONTRACTUAL AGREEMENT, WITH EAGLE GROUP INTERNATIONAL, INC., ON BEHALF OF THE DEPARTMENT OF AVIATION FOR, FC-7593-03, CUSTOMER SERVICE AT HARTSFIELD-JACKSON INTERNATIONAL AIRPORT, IN AN AMOUNT NOT TO EXCEED \$1,999,982.87. EAGLE GROUP INTERNATIONAL WILL PROVIDE AND MANAGE SEVENTY-SIX (76) CUSTOMER SERVICE REPRESENTATIVES ("CSRs"), WHO WILL ASSIST THE TRAVELING BY **PUBLIC** AS NEEDED, **PROVIDING** AIRPORT'S INFORMATION **ABOUT** THE AMENITIES. FACILITIES, AND OTHER RELATED SERVICES. AMOUNT WILL BE CHARGED FROM ACCOUNT NO: 2H21-523001-R11006.

**REQUESTING DEPT.:** 

Department of Aviation

**CONTRACT TYPE:** 

**Professional Services** 

**SOURCE SELECTION:** 

Request for Proposal

PROPOSAL OPENING:

July 16, 2003

NO. INVITATIONS ISSUED:

91

PROPOSALS RECEIVED:

25

PROPONENTS:

Eagle Group International, Inc.

(Mr. T. Fitz Johnson)
Kelly Services

Airport Terminal Services

Staffing One, Inc.

General Aviation Terminal

ETI

Durham Companies, Inc. Express Personnel Services

Flightserv, Inc.

**Evergreen Aviation Ground** 

Pro Staff

E.C. London & Associates

Ashton Staffing

Huntleigh Corporation Corestaff Services People Staff, Inc.

Airport Group International

Talent Tree

PRWT Services, Inc.

Bletcher Enterprise Group, Inc. Concierge International, Inc.

Cole Financial Services

AppleOne

Corporate Temps
The Guardian Security

### **BACKGROUND:**

The City of Atlanta (the "City") solicited proposals from qualified proponents to provide the Department of Aviation with up to seventy-six (76) Customer Service Representatives (CSRs), four (4) Supervisors and six (6) Administrative Assistants. These employees will be required to provide their services 365(6) day a year, including holidays. The program was established for participants to welcome and proactively assist the traveling public in a courteous and friendly

manner, and to provide accurate information regarding Airport services, amenities and facilities. The hours of operation are 6:00 A.M. until 11:00 P.M., with adjustments to be made for special events which may create peak demand on any day and during any hour.

The Agreement is for a term of three (3) years with a renewal option at the City's sole discretion. Contract renewal shall be at the same terms and TERM OF CONTRACT:

conditions.

**EVALUATION TEAM COMPOSITION:** 

Department of Aviation, Finance, Contract Compliance

### A RESOLUTION

### BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AIRPORT USE LICENSE AGREEMENT WITH ATLANTIC COAST AIRLINES d/b/a/INDEPENDENCE AIR, COVERING THE USE OF RUNWAYS, TAXIWAYS AND OTHER COMMON AIRFIELD FACILITIES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT: AND FOR OTHER PURPOSES.

**WHEREAS**, Atlantic Coast Airlines ("d/b/a/ Independence Air") intends to provide regularly scheduled airline service from Hartsfield-Jackson Atlanta International Airport ("Airport"); and

**WHEREAS**, Atlantic Coast Airlines desires to enter into an Airport Use License Agreement with the City of Atlanta (the "City") as a domestic carrier serving the Airport; and

**WHEREAS**, it is in the best interest of the Airport and the City to enter into an Airport Use License Agreement with Atlantic Coast Airlines, as hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Airport Use License Agreement with Atlantic Coast Airlines which shall contain the following terms, conditions, and provisions:

- 1) a term effective as of June 1, 2004 and ending May 30, 2009; and
- 2) landing fee rates to be computed in the manner set forth in the Master Airport Use Agreement; and
- 3) a landing fee to be computed at the initial rate of \$0.45735 per 1,000 pounds of the FAA Maximum Certificated Gross Landing Weight of each aircraft scheduled to land at the Airport, which rate shall be subject to adjustment from time to time at the discretion of the City acting through its Aviation General Manager; and
- 4) such other terms, conditions, and provisions as may be required by City ordinances or Federal regulations or as are customarily included in similar agreements at the Airport.

**BE IT FURTHER RESOLVED** that the City Attorney be and hereby is directed to prepare said Use License Agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED** that said Airport Use License Agreement shall not become binding upon the City of Atlanta, and the City of Atlanta shall incur no obligation nor liability thereunder until the same has been signed by the Mayor and delivered to Atlantic Coast Airlines.

E-2

To Mayor's Office: Greg Pridgeon	A Man
General Manager's Signature: Mal	
From: Originating Dept. Aviation Committees of Purview: TC Committee Meeting Dates: 03/10/04	Contact: Anita Williams (404) 530-6600 Committee Deadline: 03/18/04 Council Meeting: 04/19/04

### **CAPTION:**

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AIRPORT USE LICENSE AGREEMENT WITH ATLANTIC COAST AIRLINES d/b/a/INDEPENDENCE AIR COVERING THE USE OF RUNWAYS, TAXIWAYS AND OTHER COMMON AIRFIELD FACILITIES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

### BACKGROUND/DISCUSSION:

Atlantic Coast Airlines will be providing seventeen flights daily, from Atlanta to Washington Dulles International Airport. The air carrier desires to enter into an Airport Use License Agreement with the City of Atlanta. The Airport Use License Agreement is needed to establish the terms and conditions under which Atlantic Coast Airlines will operate at the airport.

FINANCIAL IMPACT: N/A	SOURCE:	N/A
Mayor's Staff Only:	Ox	<b>.</b>
Received by Mayor's Office: 3.17. of Review	yed: (initial:	s) (date)
Submitted to Council:(date)	·	, (
Action by Committee: Approved	Adversed	Held
Amended Substitute	Referred	_ Other

### BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AIRPORT USE LICENSE AGREEMENT WITH AIR TRANSPORT INTERNATIONAL, L.L.C. COVERING THE USE OF RUNWAYS, TAXIWAYS AND OTHER COMMON AIRFIELD FACILITIES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta owns and operates the Hartsfield-Jackson Atlanta International Airport; and

WHEREAS, Air Transport International, L.L.C. provides regularly scheduled airline cargo service to Orlando from Hartsfield-Jackson Atlanta International Airport; and

WHEREAS, Air Transport International, L.L.C. desires to enter into an Airport Use License Agreement with the City of Atlanta as a scheduled carrier serving the Airport; and

WHEREAS, it is in the best interest of the Airport and the City to enter into an Airport Use License Agreement with Air Transport International, L.L.C., as hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Airport Use License Agreement with Air Transport International, L.L.C. which shall contain the following terms, conditions, and provisions:

- 1) Term effective as of April 1, 2004 and ending March 31, 2009; and
- 2) Landing fee rates to be computed in the manner set forth in the Airport Use Agreement; and
- 3) A landing fee to be computed at the initial rate of \$0.45735 per 1,000 pounds of the FAA Maximum Certified Gross Landing Weight of each aircraft scheduled to land at the Airport, which rate shall be subject to adjustment from time to time at the discretion of the City acting through its Aviation General Manager; and
- 4) Such other terms, conditions, and provisions as may be required by City ordinances or Federal regulations or as are customarily included in similar agreements at the Airport.

BE IT FURTHER RESOLVED that the City Attorney be and hereby is directed to prepare said Airport Use License Agreement for execution by the Mayor.

BE IT FINALLY RESOLVED that said Use License Agreement shall not become binding upon the City of Atlanta, and the City of Atlanta shall incur no obligation nor liability thereunder until the same has been signed by the Mayor and delivered to Air Transport International, L.L.C.

To Mayor's Office: Greg Pridgeon	6 ARR	
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General Manager's Signature:	1111801	
From: Originating Dept. Aviation	ontact: Anita Williams	
Committees of Purview: <u>TC</u>	Committee Deadline: <u>03/</u>	
Committee Meeting Dates: <u>03/31/04</u>	Council Meeting: <u>04/19/0</u>	<u>)4</u>
O A DOTTORY.		
CAPTION:		
A RESOLUTION AUTHORIZING TI AN AIRPORT USE LICENSE INTERNATIONAL, L.L.C. COVERI OTHER COMMON AIRFIELD INTERNATIONAL AIRPORT.	AGREEMENT WITH AI ING THE USE OF RUNWAYS,	R TRANSPORT TAXIWAYS AND
BACKGROUND/DISCUSSION: Air Transport International L.L.C. provides to Orlando, Florida. The air carrier de Agreement with the City of Atlanta.	esires to enter into an Air	oort Use License
FINANCIAL IMPACT: N/A	SOURCE:	N/A
Mayor's Staff Only:	······································	
Received by Mayor's Office: $\frac{3.17.0\%}{\text{(date)}}$	Reviewed: (initials)	(date)
Submitted to Council:(date)		
Action by Committee: Approved _	Adversed Held	I
Amended Substitute _	Referred Oth	ner

# A RESOLUTION BY COUNCILMEMBER CLAIR MULLER

A RESOLUTION REQUESTING THE MAYOR OR HER DESIGNEE TO RENEGOTIATE THE OPERATING AGREEMENT OR INVESTIGATE ALTERNATIVE MANAGEMENT ARRANGEMENTS FOR THE PARCELS OF LAND LOCATED IN DAWSON AND PAULDING COUNTIES, OWNED BY THE CITY OF ATLANTA, TO REFLECT LAND USES AND MANAGEMENT PRACTICES THAT WILL ENSURE THE CONSERVATION AND PRESERVATION OF NATURAL RESOURCES AND WILDLIFE HABITAT, AS A PART OF THE GREENSPACE PROGRAM OF THE CITY OF ATLANTA; AND FOR OTHER PURPÓSES.

WHEREAS, the City of Atlanta purchased the Dawson Forest property on June 23, 1972; and

WHEREAS, the City of Atlanta purchased the Paulding Forest property on July 15, 1975; and

WHEREAS, the City of Atlanta entered into an agreement with the Georgia Forestry Commission regarding the management of these properties on July 1, 1975; and

WHEREAS, the City of Atlanta and the Georgia Forestry Commission continue to operate under the original agreement up to the present time; and

WHEREAS, the management of this property is not conducted as a revenue-neutral operation; and

WHEREAS, the Dawson Forest property is traversed by three major streams, including the Etowah River and the Amicalola River; and

WHEREAS, these streams, and the surrounding forests, are home to a comparably rich diversity of Georgia's plant and animal wildlife, and wetlands; and

WHEREAS, numerous agencies and localities within the Upper Etowah watershed have cooperatively developed standards and guidelines regarding the preservation and conservation of land and the protection of the streams; and

WHEREAS, the Etowah River is a water supply source for a number of communities in northern Georgia; and

WHEREAS, the analysis of conservation and preservation options for this land presents an environmental stewardship opportunity for the City of Atlanta; and

### A SUBSTITUTE RESOLUTION

### BY TRANSPORTATION COMMITTEE

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND AVIS RENT A CAR SYSTEM, INC. FOR CAR RENTAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

**WHEREAS**, the City of Atlanta (the "City") and Avis Rent A Car System, Inc. entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield-Jackson Atlanta International Airport, hereinafter the "Airport," which has effectively ended December 31, 1990; and

**WHEREAS,** a new agreement with Avis Rent A Car System, Inc. is required and will link Avis Rent A Car System, Inc. with the future CONRAC agreement; and

**WHEREAS**, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate; and

**WHEREAS,** the Department of Aviation recommends that the City enters into a new agreement with Avis Rent A Car System, Inc. for a term of five (5) years.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA,** that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield-Jackson Atlanta International Airport, which shall contain substantially the following terms and conditions:

- 1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.
- 2. This agreement includes a service facility on Car Rental Row containing approximately 7.135 acres of land, 13,000 sq. ft. of building and 979 sq. ft. of counter space located in the Main Terminal of the airport.
- 3. Avis Rental Car System, Inc. shall pay a privilege fee of ten percent (10%) of the gross revenue, counter space rental of \$32.50 per square foot per year, and the facility rental will include a land portion that will be \$1.45 per square foot per year.
- 4. The Minimum Annual Guarantee (MAG) will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental. The proposed MAG for the first year will be \$4,766,152.
- 5. Avis Rent A Car System, Inc. will have the privilege of soliciting car rentals from the counter area and arranging for such services with departing airline passengers and others in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity

at the Airport.

- 6. Avis Rent A Car System, Inc. will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
- 7. Avis Rent A Car System, Inc. will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport Avis Rent a Car System, Inc patrons to and from the Airport. Shuttle buses used in transporting Avis Rent A Car System Inc. patrons shall stop only at the approved loading areas designated by the Aviation General Manager.
- 8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

**BE IT FURTHER RESOLVED** that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED** that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to Avis Rent A Car System, Inc.

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### A RESOLUTION

### BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND AVIS RENT A CAR SYSTEM, INC. FOR CAR RENTAL SERVICES AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City") and Avis Rent A Car System, Inc. entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield Atlanta International Airport, hereinafter the "Airport," which has effectively ended December 31, 1990; and

**WHEREAS,** a new agreement with Avis Rent A Car System, Inc. is required and will link Avis Rent A Car System, Inc. with the future CONRAC agreement: and

WHEREAS, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate; and

**WHEREAS.** the Department of Aviation recommends that the City enters into a new agreement with Avis Rent A Car System, Inc. for a term of five (5) years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield Atlanta International Airport, which shall contain substantially the following terms and conditions:

- 1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.
- 2. This agreement includes a service facility on Car Rental Row containing approximately 7.135 acres of land, 13,000 sq. ft. of building and 979 sq. ft. of counter space located in the Main Terminal of the airport.
- 3. Avis Rental Car System, Inc.shall pay a privilege fee of ten percent (10%) of the gross revenue, counter space rental of \$32.50 per square foot per year, and the facility rental will include a land portion that will be \$1.48 per square foot per year and a building rent of \$6.00 per square foot per year.
- 4. A Minimum Annual Guarantee (MAG) will be payable in 12 equal rental payments due on the first day of each month. The first year's MAG will be \$1,581,996. Beginning with the second year, the MAG will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental.

- 5. Avis Rent A Car System, Inc. will have the privilege of soliciting car rentals from the counter area and arranging for such services with arriving airline passengers and others in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity at the Airport.
- 6. Avis Rent A Car System, Inc. will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
- 7. Avis Rent A Car System, Inc. will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport Avis Rent a Car System, Inc patrons to and from the Airport. Shuttle buses used in transporting Avis Rent A Car System Inc. patrons shall stop only at the approved loading areas designated by the Aviation General Manager.
- 8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

**BE IT FURTHER RESOLVED** that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED** that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to Avis Rent A Car System, Inc.

General Manager's Signature: No. 100 Mg From: Originating Dept. Aviation Committees of Purview: TC Committee Meetings: 09/10/03	Contact: Ar Committee I City Council	Deadline: _(	
CAPTION:  A RESOLUTION AUTHORIZING EXECUTE AN AGREEMENT BE AVIS RENT A CAR SYSTEM, IN HARTSFIELD ATLANTA INTERN FOR A TERM OF FIVE (5) YEARS	TWEEN THE IC. FOR CAR ATIONAL AIR	CITY OF A RENTAL S PORT, WHI	ATLANTA AND SERVICES AT ICH SHALL BE
BACKGROUND/DISCUSSION:			1
This Agreement is needed to assure the understand Airport to all airport to all airport constructing a Consolidated Rental Car (Constructing a Constructing a Construction and	ort users. T ONRAC) facility will replace the dy occupy. The to tie the car	The City of y for use by no counters, city anticip	Atlanta anticipates rental car companies facilities and loading pates entering into an panies to the future
FINANCIAL IMPACT: Positive	SOURCE:	N/A	ef.
Mayor's Staff Only:		^	
Received by Mayor's Office: 8.17.03 (date)  Submitted to Council:	Reviewed:	(Initials)	(date)
Action by Committee:Approved	Adversed _	Held	Amended
Substitute	Referred	Oth	er

### A SUBSTITUTE RESOLUTION

### BY TRANSPORTATION COMMITTEE

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND VANGUARD CAR RENTAL USA, INC. FOR CAR RENTAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

**WHEREAS,** the City of Atlanta (the "City") and Vanguard Car Rental USA, Inc. entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield-Jackson Atlanta International Airport, hereinafter the "Airport," which has effectively ended December 31, 1990; and

**WHEREAS**, a new agreement with Vanguard Car Rental USA, Inc. is required and will link Vanguard Car Rental USA, Inc. with the future CONRAC agreement; and

**WHEREAS**, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate; and

**WHEREAS,** the Department of Aviation recommends that the City enters into a new agreement with Vanguard Car Rental USA, Inc. for a term of five (5) years.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA,** that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield-Jackson Atlanta International Airport, which shall contain substantially the following terms and conditions:

- 1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.
- 2. This agreement includes a service facility on Car Rental Row containing approximately 5 acres of land, 13,350 sq. ft. of building and 987 sq. ft. of counter space located in the Main Terminal of the airport.
- 3. Vanguard Car Rental USA, Inc. shall pay a privilege fee of ten percent (10%) of the gross revenue, counter space rental of \$32.50 per square foot per year, and the facility rental will include a land portion that will be \$1.45 per square foot per year.
- 4. A Minimum Annual Guarantee (MAG) will be payable in 12 equal rental payments due on the first day of each month. The first year's MAG will be \$1,972,800. Beginning with the second year, the MAG will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental.
- 5. Vanguard Car Rental USA, Inc. will have the privilege of soliciting car

rentals from the counter area and arranging for such services with departing airline passengers and others in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity at the Airport.

- 6. Vanguard Car Rental USA, Inc. will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
- 7. Vanguard Car Rental USA, Inc. will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport Vanguard Car Rental USA Inc. patrons to and from the Airport. Shuttle buses used in transporting Vanguard Car Rental USA, Inc. patrons shall stop only at the approved loading areas designated by the Aviation General Manager.
- 8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

**BE IT FURTHER RESOLVED** that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor, to be approved as to form by the City Attorney.

**BE IT FINALLY RESOLVED** that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to Vanguard Car Rental USA. Inc.

### BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND ANC CORPORATION FOR CAR RENTAL SERVICES AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City") and ANC Corporation entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield Atlanta International Airport, hereinafter the "Airport," which has effectively ended December 31, 1990; and

**WHEREAS**, a new agreement with ANC Corporation is required and will link ANC Corporation with the future CONRAC agreement; and

WHEREAS, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate; and

WHEREAS, the Department of Aviation recommends that the City enters into a new agreement with ANC Corporation for a term of five (5) years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield Atlanta International Airport, which shall contain substantially the following terms and conditions:

- 1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.
- 2. This agreement includes a service facility on Car Rental Row containing approximately 5 acres of land, 13,350 sq. ft. of building and 987 sq. ft. of counter space located in the Main Terminal of the airport.
- 3. ANC shall pay a privilege fee of ten percent (10%) of the gross revenue, counter space rental of \$32.50 per square foot per year, and the facility rental will include a land portion that will be \$1.48 per square foot per year and a building rent of \$6.00 per square foot per year.
- 4. A Minimum Annual Guarantee (MAG) will be payable in 12 equal rental payments due on the first day of each month. The first year's MAG will be \$1,222,800. Beginning with the second year, the MAG will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental.

- 5. ANC Corporation will have the privilege of soliciting car rentals from the counter area and arranging for such services with arriving airline passengers and others in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity at the Airport.
- 6. ANC Corporation will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
- 7. ANC Corporation will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport ANC Corporation patrons to and from the Airport. Shuttle buses used in transporting ANC Corporation patrons shall stop only at the approved loading areas designated by the Aviation General Manager.
- 8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

**BE IT FURTHER RESOLVED** that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor, to be approved as to form by the City Attorney.

**BE IT FINALLY RESOLVED** that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to ANC Corporation.

# TRANSMITTAL FORM FOR LEGISLATION

To Mayor's Office: Greg Pridgeon	(10 x
General Manager's Signature:  From: Originating Dept. Aviation  Committees of Purview: TC  Committee Meetings: 09/10/03  City Council Meeting	08/29/03
CAPTION:	
A RESOLUTION AUTHORIZING THE MAYOR OR HER DE EXECUTE AN AGREEMENT BETWEEN THE CITY OF AT ANC CORPORATION FOR CAR RENTAL SERVICES AT HATLANTA INTERNATIONAL AIRPORT, WHICH SHALL TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSE	LANTA AND ARTSFIELD BE FOR A
BACKGROUND/DISCUSSION:	$\dot{\vec{q}}$
This Agreement is needed to assure the uninterrupted car rental Atlanta International Airport to all airport users. The City constructing a Consolidated Rental Car (CONRAC) facility for use to who serve the Airport. The CONRAC facility will replace the countereas that the rental car companies currently occupy. The City antiagreement with all rental car companies to tie the car rental companies (CONRAC facility. This agreement must be signed by all companies at Hartsfield Atlanta International Airport.	of Atlanta anticipates by rental car companies rs, facilities and loading cipates entering into an companies to the future
FINANCIAL IMPACT: Positive SOURCE: N/A	
Mayor's Staff Only:	
Received by Mayor's Office: 8.18.03 Reviewed: (Initials)	(date)
Action by Committee:ApprovedAdversedHe	ldAmended
Substitute D-C 1	N.11

## A SUBSTITUTE RESOLUTION

### BY TRANSPORTATION COMMITTEE

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND COURTESY RENTALS, INC., D/B/A THRIFTY CAR RENTAL FOR CAR RENTAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

**WHEREAS**, the City of Atlanta (the "City") and Courtesy Rentals, Inc., d/b/a Thrifty Car Rental entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield-Jackson Atlanta International Airport, hereinafter the "Airport," which has effectively ended December 31, 1990; and

**WHEREAS,** a new agreement with Courtesy Rentals Inc, d/b/a Thrifty Car Rental is required and will link Courtesy Rentals, Inc., d/b/a Thrifty Car Rental with the future CONRAC agreement; and

**WHEREAS**, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate; and

**WHEREAS,** the Department of Aviation recommends that the City enters into a new agreement with Courtesy Rentals Inc, d/b/a Thrifty Car Rental for a term of five (5) years.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA,** that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield-Jackson Atlanta International Airport, which shall contain substantially the following terms and conditions:

- 1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.
- 2. This agreement includes 422 sq. ft. of counter space located in the Main Terminal of the airport.
- 3. Courtesy Rentals, Inc., d/b/a Thrifty Car Rental shall pay a privilege fee of ten percent (10%) of the gross revenue, counter space rental of \$32.50 per square foot per year.
- 4. The Minimum Annual Guarantee (MAG) will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental. The proposed MAG for the first year will be \$1,065,400.
- 5. Courtesy Rentals, Inc., d/b/a Thrifty Car Rental will have the privilege of soliciting car rentals from the counter area and arranging for such services with departing airline passengers and others in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect

- arrangements with other Car Rental Companies, involving like activity at the Airport.
- 6. Courtesy Rentals, Inc., d/b/a Thrifty Car Rental will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
- 7. Courtesy Rentals, Inc., d/b/a Thrifty Car Rental will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport Courtesy Rentals, Inc., d/b/a Thrifty Car Rental patrons to and from the Airport. Shuttle buses used in transporting Courtesy Rentals, Inc., d/b/a Thrifty Car Rental patrons shall stop only at the approved loading areas designated by the Aviation General Manager.
- 8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

**BE IT FURTHER RESOLVED** that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED** that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to Courtesy Rentals, Inc., d/b/a Thrifty Car Rental.

# BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND COURTESY RENTALS INC., D/B/A THRIFTY CAR RENTAL FOR CAR RENTAL SERVICES AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

**WHEREAS,** the City of Atlanta (the "City") and Courtesy Rentals Inc, d/b/a Thrifty Car Rental entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield Atlanta International Airport, hereinafter the "Airport," which has effectively ended December 31, 1990; and

**WHEREAS**, a new agreement with Courtesy Rentals Inc., d/b/a Thrifty Car Rental is required and will link Courtesy Rentals Inc., d/b/a Thrifty Car Rental with the future CONRAC agreement; and

WHEREAS, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate; and

**WHEREAS.** the Department of Aviation recommends that the City enters into a new agreement with Courtesy Rentals Inc, d/b/a Thrifty Car Rental for a term of five (5) years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield Atlanta International Airport, which shall contain substantially the following terms and conditions:

- 1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.
- 2. This agreement includes 510 sq. ft. of counter space located in the Main Terminal of the airport.
- 3. Courtesy Rentals Inc, d/b/a Thrifty Car Rental shall pay a privilege fee of ten percent (10%) of the gross revenue, counter space rental of \$32.50 per square foot per year, and the facility rental will include a land portion that will be \$1.48 per square foot per year and a building rent of \$6.00 per square foot per year.
- 4. A Minimum Annual Guarantee (MAG) will be payable in 12 equal rental payments due on the first day of each month. The first year's MAG will be \$36,000. Beginning with the second year, the MAG will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental.

- 5. Courtesy Rentals Inc, d/b/a Thrifty Car Rental will have the privilege of soliciting car rentals from the counter area and arranging for such services with arriving airline passengers and others in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity at the Airport.
- 6. Courtesy Rentals Inc, d/b/a Thrifty Car Rental will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
- 7. Courtesy Rentals Inc, d/b/a Thrifty Car Rental will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport Courtesy Rentals Inc, d/b/a Thrifty Car Rental patrons to and from the Airport. Shuttle buses used in transporting Courtesy Rentals Inc, d/b/a Thrifty Car Rental patrons shall stop only at the approved loading areas designated by the Aviation General Manager.
- 8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

**BE IT FURTHER RESOLVED** that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor.

BE IT FINALLY RESOLVED that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to Courtesy Rentals Inc, d/b/a Thrifty Car Rental .

# TRANSMITTAL FORM FOR LEGISLATION

To Mayor's Office: Greg Pridgeon		
General Manager's Signature:	11	
From: Originating Dept. Aviation Contact: Anita Williams 404-530-6600	•	
Committees of Purvlew: <u>TC</u> Committee Deadline: <u>08/29/03</u>		
Committee Meetings: 09/10/03 City Council Meeting: 09/15/03		
<u>CAPTION</u> :		
A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND COURTESY RENTALS INC., D/B/A THRIFTY CAR RENTAL FOR CAR RENTAL SERVICES AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.		
BACKGROUND/DISCUSSION:		
This Agreement is needed to assure the uninterrupted car rental services at Hartsfield Atlanta International Airport to all airport users. The City of Atlanta anticipates constructing a Consolidated Rental Car (CONRAC) facility for use by rental car companies who serve the Airport. The CONRAC facility will replace the counters, facilities and loading areas that the rental car companies currently occupy. The City anticipates entering into an agreement with all rental car companies to tie the car rental companies to the future CONRAC facility. This agreement must be signed by all companies planning to do business at Hartsfield Atlanta International Airport.		
FINANCIAL IMPACT: Positive SOURCE: N/A		
Mayor's Staff Only:		
Received by Mayor's Office: (18.03) Reviewed:	~~	
Submitted to Council: (date) (Initials) (date)		
Action by Committee:ApprovedAdversedHeldAmended		
SubstituteReferredOther		

## A SUBSTITUTE RESOLUTION

#### BY TRANSPORTATION COMMITTEE

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE HERTZ CORPORATION FOR CAR RENTAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

**WHEREAS**, the City of Atlanta and The Hertz Corporation entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield-Jackson Atlanta International Airport, hereinafter the "Airport," which has effectively ended on December 31, 1990; and

**WHEREAS,** a new agreement with The Hertz Corporation is required and will link The Hertz Corporation with the future CONRAC agreement; and

**WHEREAS**, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate; and

**WHEREAS,** the Department of Aviation recommends that the City enters into a new agreement with The Hertz Corporation for a term of five (5) years.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA,** that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield-Jackson Atlanta International Airport, which shall contain substantially the following terms and conditions:

- 1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.
- 2. This agreement includes a service facility on Car Rental Row containing approximately 8.10 acres of land, 14,800 sq. ft. of building and 987 sq. ft. of counter space located in the Main Terminal of the airport.
- 3. The Hertz Corporation shall pay a privilege fee of ten percent (10%) of the gross revenue, counter space rental of \$32.50 per square foot per year, and the facility rental will include a land portion that will be \$1.45 per square foot.
- 4. The Minimum Annual Guarantee (MAG) will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental. The proposed MAG for the first year will be \$7,424,799.
- 5. The Hertz Corporation will have the privilege of soliciting car rentals from the counter area and arranging for such services with departing airline passengers and others in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity at the Airport.

- 6. The Hertz Corporation will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
- 7. The Hertz Corporation will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport The Hertz Corporation patrons to and from the Airport. Shuttle buses used in transporting The Hertz Corporation patrons shall stop only at the approved loading areas designated by the Aviation General Manager.
- 8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

**BE IT FURTHER RESOLVED** that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED** that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to The Hertz Corporation.

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# BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE HERTZ CORPORATION FOR CAR RENTAL SERVICES AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City") and The Hertz Corporation entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield Atlanta International Airport, hereinafter the "Airport," which has effectively ended on December 31, 1990; and

**WHEREAS.** a new agreement with The Hertz Corporation is required and will link The Hertz Corporation with the future CONRAC agreement; and

WHEREAS, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate; and

**WHEREAS.** the Department of Aviation recommends that the City enters into a new agreement with The Hertz Corporation for a term of five (5) years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield Atlanta International Airport, which shall contain substantially the following terms and conditions:

- 1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.
- 2. This agreement includes a service facility on Car Rental Row containing approximately 8.10 acres of land, 14,800 sq. ft. of building and 987 sq. ft. of counter space located in the Main Terminal of the airport.
- 3. The Hertz Corporation shall pay a privilege fee of ten percent (10%) of the gross revenue, counter space rental of \$32.50 per square foot per year, and the facility rental will include a land portion that will be \$1.48 per square foot per year and a building rent of \$6.00 per square foot per year.
- 4. A Minimum Annual Guarantee (MAG) will be payable in 12 equal rental payments due on the first day of each month. The first year's MAG will be \$1,562,700. Beginning with the second year, the MAG will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental.

- 5. The Hertz Corporation will have the privilege of soliciting car rentals from the counter area and arranging for such services with arriving airline passengers and others in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity at the Airport.
- 6. The Hertz Corporation will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
- 7. The Hertz Corporation will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport The Hertz Corporation patrons to and from the Airport. Shuttle buses used in transporting The Hertz Corporation patrons shall stop only at the approved loading areas designated by the Aviation General Manager.
- 8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

**BE IT FURTHER RESOLVED** that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED** that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to The Hertz Corporation.

# TRANSMITTAL FORM FOR LEGISLATION

General Manager's Signature:  From: Originating Dept. Aviation Committees of Purview: TC Committee Meetings: 09/10/03  City Council Meeting: 09/15/03
CAPTION:
A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE HERTZ CORPORATION FOR CAR RENTAL SERVICES AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.
BACKGROUND/DISCUSSION:
This Agreement is needed to assure the uninterrupted car rental services at Hartsfield Atlanta International Airport to all airport users. The City of Atlanta anticipates constructing a Consolidated Rental Car (CONRAC) facility for use by rental car companies who serve the Airport. The CONRAC facility will replace the counters, facilities and loading areas that the rental car companies currently occupy. The City anticipates entering into an agreement with all rental car companies to tie the car rental companies to the future CONRAC facility. This agreement must be signed by all companies planning to do business at Hartsfield Atlanta International Airport.
FINANCIAL IMPACT: Positive SOURCE: N/A
Mayor's Staff Only:
Received by Mayor's Office: (date)  Reviewed: (Intials) (date)
Submitted to Council: (date) (Initials) (date)
Action by Committee:ApprovedAdversedHeldAmended
SubstituteReferredOther

#### A SUBSTITUTE RESOLUTION

#### BY TRANSPORTATION COMMITTEE

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND DOLLAR SYSTEMS, INC. FOR CAR RENTAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

**WHEREAS**, the City of Atlanta and Dollar Systems, Inc. entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield-Jackson Atlanta International Airport, hereinafter the "Airport," which has effectively ended December 31, 1990; and

**WHEREAS**, a new agreement with Dollar Systems, Inc. is required and will link Dollar Systems, Inc. with the future CONRAC agreement; and

**WHEREAS**, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate; and

**WHEREAS,** the Department of Aviation recommends that the City enters into a new agreement with Dollar Systems, Inc. for a term of five (5) years.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA,** that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield-Jackson Atlanta International Airport, which shall contain substantially the following terms and conditions:

- 1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.
- 2. This agreement includes a service facility on Car Rental Row containing approximately 979 sq. ft. of counter space located in the Main Terminal of the airport.
- 3. Dollar Systems, Inc. shall pay a privilege fee of ten percent (10%) of the gross revenue and counter space rental of \$32.50 per square foot per year.
- 4. The Minimum Annual Guarantee (MAG) will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental. The proposed MAG for the first year will be \$1,232,260.
- 5. Dollar Systems, Inc. will have the privilege of soliciting car rentals from the counter area and arranging for such services with departing airline passengers and others in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity at the Airport.

- 6. Dollar Systems, Inc. will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
- 7. Dollar Systems, Inc. will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport Dollar Systems, Inc. patrons to and from the Airport. Shuttle buses used in transporting Dollar Systems, Inc. patrons shall stop only at the approved loading areas designated by the Aviation General Manager.
- 8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

**BE IT FURTHER RESOLVED** that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED** that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to Dollar Systems, Inc..

#### BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND DOLLAR SYSTEMS, INC. FOR CAR RENTAL SERVICES AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City") and Dollar Systems, Inc. entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield Atlanta International Airport, hereinafter the "Airport," which has effectively ended December 31, 1990; and

**WHEREAS**, a new agreement with Dollar Systems, Inc. is required and will link Dollar Systems, Inc. with the future CONRAC agreement; and

WHEREAS, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate; and

**WHEREAS.** the Department of Aviation recommends that the City enters into a new agreement with Dollar Systems, Inc. for a term of five (5) years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield Atlanta International Airport, which shall contain substantially the following terms and conditions:

- 1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.
- 2. This agreement includes a service facility on Car Rental Row containing approximately 979 sq. ft. of counter space located in the Main Terminal of the airport.
- 3. Dollar Systems, Inc. shall pay a privilege fee of ten percent (10%) of the gross revenue, counter space rental of \$32.50 per square foot per year, and the facility rental will include a land portion that will be \$1.48 per square foot per year and a building rent of \$6.00 per square foot per year.
- 4. A Minimum Annual Guarantee (MAG) will be payable in 12 equal rental payments due on the first day of each month. The first year's MAG will be \$297,850. Beginning with the second year, the MAG will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental.

- 5. Dollar Systems, Inc. will have the privilege of soliciting car rentals from the counter area and arranging for such services with arriving airline passengers and others in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity at the Airport.
- 6. Dollar Systems, Inc. will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
- 7. Dollar Systems, Inc. will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport Dollar Systems, Inc. patrons to and from the Airport. Shuttle buses used in transporting Dollar Systems, Inc. patrons shall stop only at the approved loading areas designated by the Aviation General Manager.
- 8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

**BE IT FURTHER RESOLVED** that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED** that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to Dollar Systems, Inc.

# TRANSMITTAL FORM FOR LEGISLATION

General Manager's Signature:  From: Originating Dept. Aviation Committees of Purview:  TC Committee Meetings: 09/10/03  City Council Meeting: 09/15/03		
CAPTION:		
A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND DOLLAR SYSTEMS, INC. FOR CAR RENTAL SERVICES AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.		
BACKGROUND/DISCUSSION:		
This Agreement is needed to assure the uninterrupted car rental services at Hartsfield Atlanta International Airport to all airport users. The City of Atlanta anticipates constructing a Consolidated Rental Car (CONRAC) facility for use by rental car companies who serve the Airport. The CONRAC facility will replace the counters, facilities and loading areas that the rental car companies currently occupy. The City anticipates entering into an agreement with all rental car companies to tie the car rental companies to the future CONRAC facility. This agreement must be signed by all companies planning to do business at Hartsfield Atlanta International Airport.		
FINANCIAL IMPACT: Positive SOURCE: N/A		
Mayor's Staff Only:		
Received by Mayor's Office: 6. 18.03 Reviewed: (Initials)		
Submitted to Council: (Initials) (date)		
Action by Committee:ApprovedAdversedHeldAmended		
SubstituteReferredOther		

### A SUBSTITUTE RESOLUTION

#### BY TRANSPORTATION COMMITTEE

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND BETTERWAY RENT A CAR, INC., D/B/A BUDGET RENT A CAR OF ATLANTA FOR CAR RENTAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

**WHEREAS,** the City of Atlanta (the "City") and Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield-Jackson Atlanta International Airport, hereinafter the "Airport," which has effectively ended December 31, 1990; and

**WHEREAS,** a new agreement with Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta is required and will link Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta with the future CONRAC agreement; and

**WHEREAS**, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate: and

**WHEREAS**, the Department of Aviation recommends that the City enters into a new agreement with Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta for a term of five (5) years.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA,** that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield-Jackson Atlanta International Airport, which shall contain substantially the following terms and conditions:

- 1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.
- 2. This agreement includes a service facility on Car Rental Row containing approximately 2.581 acres of land, 112,425 sq. ft. of building and 334 sq. ft. of counter space located in the Main Terminal of the airport.
- 3. Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta shall pay a privilege fee of ten percent (10%) of the gross revenue, counter space rental of \$32.50 per square foot per year, and the facility rental will include a land portion that will be \$1.45 per square foot per year.
- 4. A Minimum Annual Guarantee (MAG) will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental. The proposed MAG for the first year will be \$1,833,932.
- 5. Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta will have the privilege of soliciting car rentals from the counter area and arranging for such services with arriving airline passengers and others

in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity at the Airport.

- 6. Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
- 7. Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta patrons to and from the Airport. Shuttle buses used in transporting Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta patrons shall stop only at the approved loading areas designated by the Aviation General Manager.
- 8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

**BE IT FURTHER RESOLVED** that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED** that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta.

# BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND BETTERWAY RENT A CAR, INC., D/B/A BUDGET RENT A CAR OF ATLANTA FOR CAR RENTAL SERVICES AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City") and Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield Atlanta International Airport, hereinafter the "Airport," which has effectively ended December 31, 1990; and

WHEREAS, a new agreement with Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta is required and will link Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta with the future CONRAC agreement; and

WHEREAS, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate; and

WHEREAS, the Department of Aviation recommends that the City enters into a new agreement with Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta for a term of five (5) years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield Atlanta International Airport, which shall contain substantially the following terms and conditions:

- 1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.
- 2. This agreement includes a service facility on Car Rental Row containing approximately 2.581 acres of land, 112,425 sq. ft. of building and 334 sq. ft. of counter space located in the Main Terminal of the airport.
- 3. Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta shall pay a privilege fee of ten percent (10%) of the gross revenue, counter space rental of \$32.50 per square foot per year, and the facility rental will include a land portion that will be \$1.48 per square foot per year and a building rent of \$6.00 per square foot per year.
- 4. A Minimum Annual Guarantee (MAG) will be payable in 12 equal rental payments due on the first day of each month. The first year's MAG will be \$1,189,800. Beginning with the second year, the MAG will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental.

- 5. Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta will have the privilege of soliciting car rentals from the counter area and arranging for such services with arriving airline passengers and others in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity at the Airport.
- 6. Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
- 7. Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta patrons to and from the Airport. Shuttle buses used in transporting Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta patrons shall stop only at the approved loading areas designated by the Aviation General Manager.
- 8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

**BE IT FURTHER RESOLVED** that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED** that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to Betterway Rent A Car, Inc., d/b/a Budget Rent a Car of Atlanta.

# TRANSMITTAL FORM FOR LEGISLATION

General Manager's Signature:  From: Originating Dept. Aviation Committees of Purview: TC Committee Meetings: 09/10/03  City Council Meeting: 09/15/03
CAPTION:
A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND BETTERWAY RENT A CAR, INC., D/B/A BUDGET RENT A CAR OF ATLANTA FOR CAR RENTAL SERVICES AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.
BACKGROUND/DISCUSSION:
This Agreement is needed to assure the uninterrupted car rental services at Hartsfield Atlanta International Airport to all airport users. The City of Atlanta anticipates constructing a Consolidated Rental Car (CONRAC) facility for use by rental car companies who serve the Airport. The CONRAC facility will replace the counters, facilities and loading areas that the rental car companies currently occupy. The City anticipates entering into an agreement with all rental car companies to tie the car rental companies to the future CONRAC facility. This agreement must be signed by all companies planning to do business at Hartsfield Atlanta International Airport.
FINANCIAL IMPACT: Positive SOURCE: N/A
Mayor's Staff Only:
Received by Mayor's Office: 8.18-03 QQ Reviewed:
Submitted to Council: (Initials) (date)
Action by Committee:ApprovedAdversedHeldAmended

\_\_\_\_Substitute \_\_\_\_Referred \_\_\_\_Other

# A RESOLUTION BY COUNCILMEMBER CLAIR MULLER

A RESOLUTION REQUESTING THE MAYOR OR HER DESIGNEE TO DESIGN AND INSTALL DIAGONAL CROSSWALKS AND PROPERLY REDESIGN AND RECONFIGURE ALL NECESSARY TRAFFIC SIGNALS AT THE INTERSECTIONS OF TRINITY AVENUE AND CENTRAL AVENUE, CENTRAL AVENUE AND MITCHELL STREET, MITCHELL STREET AND WASHINGTON STREET, AND WASHINGTON STREET AND FOR OTHER PURPOSES.

WHEREAS, pedestrian safety continues to be a major concern of residents throughout the City of Atlanta; and

WHEREAS, protecting pedestrians should be a top priority of the City of Atlanta; and

WHEREAS, pedestrians attempting to cross downtown streets often face increased hazards that diminish the level of pedestrian safety; and

WHEREAS, the City of Atlanta must work to develop and implements policies and standards that will improve pedestrian safety along our streets; and

WHEREAS, many other cities throughout the United States make use of diagonal crosswalks in intersections where they will contribute to increased pedestrian safety; and

WHEREAS, the City of Atlanta should study the feasibility of installing diagonal sidewalks at intersections where they would help to improve pedestrian safety; and

WHEREAS, installing these crosswalks in the intersections around City Hall would provide an effective pilot program for diagonal sidewalks within the City of Atlanta.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

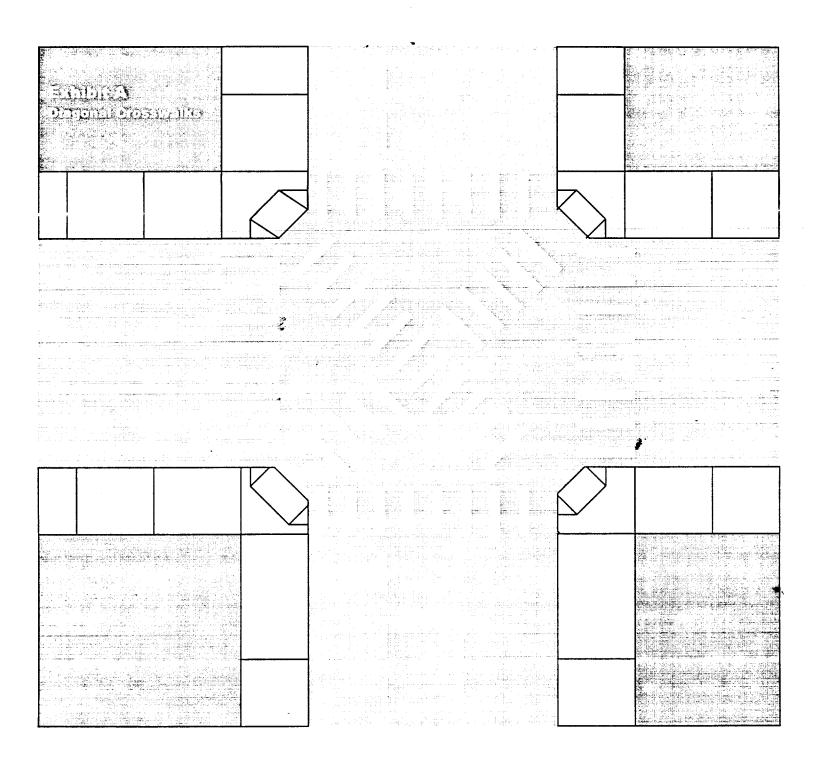
<u>SECTION 1</u>: That within ninety (90) days following the passage of this legislation, the Mayor, or her designee, is requested to design and install diagonal crosswalks at the following intersections around City Hall:

Mitchell Street, SW and Washington Street, SW Washington Street, SW and Trinity Avenue, SW Trinity Avenue, SW and Central Avenue, SW Central Avenue, SW and Mitchell Street, SW

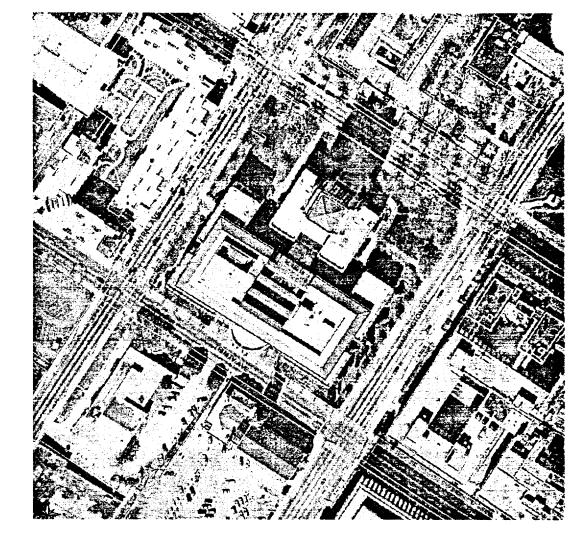
<u>SECTION 2</u>: That in conjunction with the installation of diagonal sidewalks at the above intersections, the Mayor, or her designee, is requested to design and reprogram traffic and pedestrian signals to tie in with the alignment of the diagonal crosswalks, and to allow for proper intervals for pedestrians crossing all ways.

<u>SECTION 3</u>: That within six (6) months of the passage of this legislation, the Mayor or her designee is requested to develop, and deliver to the Transportation Committee, a list of four (4) other intersections within the City of Atlanta where diagonal crosswalks may be feasible.

<u>SECTION 4</u>: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.



# **Exhibit B**Affected intersections



# AN ORDINANCE BY

# COUNCILMEMBERS ANNE FAUVER AND H. LAMAR WILLIS Later yn Archibone

AN ORDINANCE TO PLACE INTERIM CONTROLS ON THE RESIDENTIAL PERMIT PARKING PROGRAM FOR A PERIOD NOT TO EXCEED THREE MONTHS TO ALLOW TIME FOR THE BUREAU OF TRAFFIC AND TRANSPORTATION TO COMPLETE A STUDY OF AND PROVIDE AN OPPORTUNITY FOR PUBLIC COMMENT ON THE PROGRAM; TO ALLOW FOR THE ADOPTION OF AN AMENDMENT TO THE PROGRAM TO IMPLEMENT THE RECOMMENDATIONS, IF APPROPRIATE; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta City Code of Ordinances establishes a program at Chapter 150, Article IV, Division 4, Section 150-146 to 150-158, that allows for residential permit parking on the streets of the City of Atlanta; and

WHEREAS, the Residential Permit Parking Program does not provide an opportunity for input or comment from the area surrounding the streets on which such residential permit parking is sought; and

WHEREAS, the Residential Permit Parking Program does not provide an opportunity for input or comment from the local police zone or precinct that would be charged with enforcing such residential permit parking restrictions; and

WHEREAS, the Residential Permit Parking Program fails to make provision for petitions from multi-family residences; and

WHEREAS, time is needed for the Bureau of Traffic and Transportation to complete a study of the program as it addresses these and other issues of concern and to recommend changes to the program for public comment and for the City to adopt legislation to better address the issues inherent in provision of residential permit parking.

# NOW THEREFORE BE AND IT IS HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA AS FOLLOWS:

Section 1. That interim controls on applications for residential permit parking be in effect for a period not to exceed three months to allow the Bureau of Traffic and Transportation to study and to make recommendations for a more comprehensive process of review by affected neighborhoods and police force, to allow for public comment on those recommendations and for the City to adopt legislation to better regulate residential permit parking.

Section 2. That all ordinances or parts of ordinances in conflict with this ordinance shall be repealed.

AN ORDINANCE BY COUNCILMEMBER IVORY LEE YOUNG, JR.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ATLANTA OR HER DESIGNEE TO CREATE A RESIDENTIAL PERMIT PARKING ONLY AREA ALONG BONAIR STREET IN THE CITY OF ATLANTA, AND FOR OTHER PURPOSES.

Whereas, the existing street makes it dangerous and sometimes impossible for emergency vehicles to access; and

Whereas, the limited availability of off-street parking including but not limited to driveways, garages, and other types of parking facilities for residents has adversely impacted the residents along this street; and

Whereas, there is a present need to establish residential permit parking consistent with the community's objectives to address the burden of unauthorized and illegally parked cars along a narrow street.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1. That the Department of Traffic and Transportation install at appropriate intervals Residential Permitted Parking Only signs on both sides running north to south of Bonair Street to allow for the free movement of emergency vehicles and all other vehicles.

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Section 2. For representatives of the <u>Department</u> of Traffic and Transportation to evaluate and establish locations to install Residential Permitted Parking Only signs along the street to reduce the adverse impact to residents along Bonair Street.

## BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED CONVEYING PARCELS LOCATED IN LAND LOT 77 AND 78 OF THE 14<sup>TH</sup> DISTRICT OF FULTON COUNTY, GEORGIA, TO THE STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION FOR DEMOLITION AND SITE CLEARANCE FOR THE CONSTRUCTION OF THE DOWNTOWN ATLANTA MULTI MODAL PASSENGER TERMINAL FACILITY, IN ADDITION TO CONSENTING TO ENTRY INTO AND CONSTRUCTION OVER ANY INTEREST THE CITY OF ATLANTA MIGHT HAVE OVER PROPERTY DESCRIBED LATER IN THIS RESOLUTION, AS WELL AS AUTHORIZING THE MAYOR TO EXECUTE A JOINT QUITCLAIM DEED WITH THE FULTON COUNTY RECREATION AUTHORITY FOR PARCELS LOCATED IN LAND LOTS 77 AND 78 OF THE 14<sup>TH</sup> DISTRICT OF FULTON COUNTY, GEORGIA FOR THE SAME PURPOSE; AND FOR OTHER PURPOSES

WHEREAS, the State of Georgia Department of Transportation ("GDOT") in partnership with the City of Atlanta, have planned to construct the Atlanta Multi-Modal Passenger Terminal at a location, which includes city owned property found at EXHIBITS "A" and "B"; and

WHEREAS, the City of Atlanta is an owner of record of this property and GDOT has requested the conveyance of this property by a quitclaim deed in order to begin the process of demolition and site clearance; and

WHEREAS, the City of Atlanta further consents to entry into and construction over any interest it may have over property described in EXHIBITS "A" and "B";and

WHEREAS, it is in the interest of the City of Atlanta that the Multi-Modal Project be constructed and the State of Georgia has requested a quitclaim deed be executed by the Mayor for this essential project, so that the site be under unified control; and

WHEREAS, the Commissioners of Public Works, Planning and Development, and Neighborhood Conservation and Administrative Services have determined that the property is no longer necessary for any other use; and

WHEREAS, those land parcels are situated within the proper project boundaries for the proposed downtown Atlanta Multi-Modal Transit facility; and

WHEREAS, the City Attorney recommends the acceptance of two quitclaim deeds attached as exhibit A and B, for the purpose of transferring certain property interest in those parcels to the State of Georgia Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:

**SECTION 1:** That the Mayor is hereby authorized to execute two quitclaim deeds in the form and manner described at Exhibits "A" and "B" to the State of Georgia Department of Transportation for the construction of the Downtown Atlanta Multi-Modal Passenger Terminal.

**SECTION 2**: That the City Attorney be and is hereby authorized and directed to take the necessary action to prepare quitclaim deeds in the same form and manner as is described in Exhibits "A" and "B" to the Georgia Department of Transportation for and in consideration of the sum of One (1.00) Dollar plus other goods and valuable considerations.



# Department of Transportation

J. TOM COLEMAN, JR. COMMISSIONER (404) 656-5206

FRANK L. DANCHETZ CHIEF ENGINEER (404) 656-5277 State of Georgia #2 Capitol Square, S.W. Atlanta, Georgia 30334-1002

HAROLD E. LINNENKOHL DEPUTY COMMISSIONER (404) 656-5212

> EARL MAHFUZ TREASURER (404) 656-5224

January 10, 2003

Michael Dobbins City of Atlanta

RE:

Multimodal Terminal

**Ouitclaim Deed** 

Dear Mr. Dobbins:

Attached for execution by the City of Atlanta is a quitclaim deed for any interest the city might have in the subject property.

Please have the quitclaim deed properly executed and return to the Georgia Department of Transportation for recording. If you have any questions or need any additional information, please call me at (404) 656-5372.

Sincerely,

Harvey P. Booker

Right of Way Administrator

1. But

HPB/cc

# TRANSMITTAL FORM FOR LEGISLATION

To Mayor's Office: Greg Pridgeon, Mayor	
	2 Zhooda i o Tsatingonioni,
Commissioner Signature Mh	Director Signature
From: Originating Dept. DPDNC/ Comm. of	Contact (Name) Bronaugh Bridges
Committee of Purview Finance/Executive	Committee Deadline April 11, 2003
Committee Meeting DateApril 30, 2003	City Council Meeting Date May 5, 2003
CAPTION:	
A RESOLUTION AUTHORIZING THE MAYOR TO EXECULOCATED IN LAND LOT 77 AND 78 OF THE 14 <sup>TH</sup> DISTINATE OF GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE DOWNTOWN ATLAT FACILITY, IN ADDITION TO CONSENTING TO ENTRY IN THE CITY OF ATLANTA MIGHT HAVE OVER PROPERTY WELL AS AUTHORIZING THE MAYOR TO EXECUTE A COUNTY RECREATION AUTHORITY FOR PARCELS LOCULOUSTRICT OF FULTON COUNTY, GEORGIA FOR THE SAMIO BACKGROUND/PURPOSE/DISCUSSION:  Fulfills City's commitment to convey its parcels to GaDOT to Passenger Terminal and to provide match resources for federal fundaments.	RICT OF FULTON COUNTY, GEORGIA, TO THE ION FOR DEMOLITION AND SITE CLEARANCE ANTA MULTI MODAL PASSENGER TERMINAL TO AND CONSTRUCTION OVER ANY INTEREST DESCRIBED LATER IN THIS RESOLUTION, AS JOINT QUITCLAIM DEED WITH THE FULTON CATED IN LAND LOTS 77 AND 78 OF THE 14 <sup>TH</sup> E PURPOSE; AND FOR OTHER PURPOSES
FINANCIAL IMPACT (if any):	
Transfer of City real estate asset for purpose of leveraging federal	funds
OTHER DEPARTMENT(S) IMPACTED:	•
COORDINATED REVIEW WITH:	• · · · · · · · · · · · · · · · · · · ·
Mayor's Staff Only	
Received by Mayon's Office: Reviewed:	Submitted to Council:
(dale) (inicials)	(date)
Action by Committee: Approved Adversed It	ield   Amended   Substitute   Referred   Other

## AN ORDINANCE

# BY: COUNCILMEMBER H. LAMAR WILLIS AS AMENDED BY TRANSPORTATION COMMITTEE

AN ORDINANCE REQUIRING COUNCIL APPROVAL FOR TRANSPORTATION PROJECT ENDORSEMENTS AND FUNDING REQUESTS FOR TRANSPORTATION PROJECTS MADE ON BEHALF OF THE CITY OF ATLANTA.

WHEREAS, there are a variety of stakeholders involved in transportation projects impacting the City of Atlanta; and,

WHEREAS, Councilmembers should have the ability to influence transportation issues affecting the constituency they represent, and,

WHEREAS, processes related to transportation projects impacting the City often require a formal endorsement by the City; and,

WHEREAS, a decision of endorsement of a transportation project should receive both the scrutiny of the legislative process and the technical support of those germane City Departments, and,

WHEREAS, the City, in using its limited resources and political capitol, to secure funding on the state and federal levels should prioritize transportation projects it is championing, and,

WHEREAS, the Council should have a role in prioritizing these projects.

Section 1: That Chapter 7 of the Code of Ordinances be amended by creating a new article 1. to be entitled General and to include current sections 7-1., 7-2, and

Section 2: That Chapter 7 of the Code of Ordinances be amended by creating a new article 11 to be entitled Transportation Project Endorsement.

Section 3: That Chapter 7 of the Code of Ordinances be amended by creating 7-21 to read as follows. Definition. "Project Endorsement" is defined as any request made by a governmental, quasi-governmental agency, or organization with taxing authority that asks for a formal endorsement of a transportation project or initiative.

"Formal Endorsement" is defined as the provision by the City of a verbal/written endorsement of a project and/or the undertaking of the solicitation of funding for a project

"Transportation Projects" are defined as a project, relating to both road and transit, which impacts the City of Atlanta either directly by being located in the City or indirectly by being outside the borders of the City,

Section 3: That Chapter 7 of the Code of Ordinances be amended b-y creating section 7-22 to read as follows. Council Approval. (a) Legislative procedures in accordance with Chapter 4 of the Charter of the City of Atlanta shall be followed in making any formal endorsements of transportation projects or funding requests relating to these projects on behalf of the City.

Section 4: This Ordinance shall become effective immediately.

<u>Section 5:</u> All Ordinances or parts of Ordinances, in conflict herewith are repealed.

04- 0 -0315

## AN ORDINANCE

BY: COUNCILMEMBER H. LAMAR WILLIS

AN ORDINANCE REQUIRING COUNCIL APPROVAL FOR TRANSPORTATION PROJECT ENDORSEMENTS AND FUNDING REQUESTS FOR TRANSPORTATION PROJECTS MADE ON BEHALF OF THE CITY OF ATLANTA.

WHEREAS, there are a variety of stakeholders involved in transportation projects impacting the City of Atlanta; and,

WHEREAS, Councilmembers should have the ability to influence transportation issues affecting the constituency they represent; and,

WHEREAS, processes related to transportation projects impacting the City often require a formal endorsement by the City; and,

WHEREAS, a decision of endorsement of a transportation project should receive both the scrutiny of the legislative process and the technical support of those germane City Departments; and,

WHEREAS, the City, in using its limited resources and political capitol, to secure funding on the state and federal levels should prioritize transportation projects it is championing; and,

WHEREAS, the Council should have a role in prioritizing these projects.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, as follows:

Section 1: That Chapter 7 of the Code of Ordinances be amended by creating a new article I, to be entitled General and to include current sections 7-1, 7-2, and 7-3.

Section 2: That Chapter 7 of the Code of Ordinances be amended by creating a new article II to be entitled Transportation Project Endorsement.

Section 3: That Chapter 7 of the Code of Ordinances be amended by creating section 7-21 to read as follows. Definition. "Project Endorsement" is defined as any request made by a governmental, quasi-governmental agency, or organization with taxing authority that asks for a formal endorsement of a transportation project or initiative.

"Formal Endorsement" is defined as the provision by the City of a verbal/written endorsement of a project and/or the undertaking of the solicitation of funding for a project.

"Transportation Projects" are defined as a project, relating to both road and transit, which impacts the City of Atlanta either directly by being located in the City or indirectly by being outside the borders of the City.

# Section 3: That Chapter 7 of the Code of Ordinances be amended by creating section 7-22 to read as follows. Council Approval.

(a) Legislative procedures in accordance with Chapter 4 of the Charter of the City of Atlanta shall be followed in making any formal endorsements of transportation projects or funding requests relating to these projects on behalf of the City. This process shall not be required of projects with total project values less than \$1,000,000.

Section 4: This Ordinance shall become effective immediately.

<u>Section 5:</u> All Ordinances, or parts of Ordinances, in conflict herewith are repealed.

# A RESOLUTION BY TRANSPORTATION COMMITTEE

PARE

A RESOLUTION SUPPORTING RECIPROCAL FREE-TRANSFER BETWEEN THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (MARTA) AND THE GEORGIA REGIONAL TRANSPORTATION AUTHORITY (GRTA) PROVIDED SUCH AGREEMENT FURTHER REQUIRES THAT THE STATE OF GEORGIA PROVIDE FINANCIAL SUPPORT FOR MARTA

WHEREAS, the City of Atlanta recognizes the critical nature of air quality and congestion mitigation efforts in the metropolitan region; and

WHEREAS, the City of Atlanta also recognizes the importance of mass transit in accomplishing those goals and the significance of providing a seamless transportation option for the Citizens of Atlanta and the metropolitan region; and

WHEREAS, the City of Atlanta recognizes the importance of a reciprocal fare transfer agreement between MARTA and GRTA and the benefit to be derived from such an agreement by the citizens of the City of Atlanta, and

WHEREAS, the City of Atlanta recognizes that the citizens of the City of Atlanta, DeKalb County and Fulton County, having recognized the importance of mass transit, have invested in MARTA for over twenty-five years and have created with their tax dollars the core and hub of a regional system and further that GRTA regional bus service may require additional costs to MARTA and thus the citizens of the City of Atlanta, DeKalb and Fulton counties in order to accommodate GRTA buses and passengers; and

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA; supports a reciprocal free transfer agreement between MARTA and THE GRTA Regional Express Bus Service provided such agreement requires that the State of Georgia, through its agency, GRTA will provide financial support to MARTA, whether by capital program support or direct operational subsidies.